remedy, or enlarging or making more efficient an existing remedy for the enforcement of a contract. *National Surety Co.* v. *Architectural Decorating Co.*, 226 U. S. 276. For other cases to the same effect see 17 L. R. A. (N. S.) 779. In the principal case the remedy was not enlarged, but the statute made available two remedies when formerly there was but one on the contract. There was in the contract an agreement to arbitrate, but until the passage of the law in question, it was unenforceable. The only remedy before the law was an action for a breach, but after the law there was the additional remedy upon the agreement to arbitrate. Thus the law provided a remedy for the enforcement of an agreement to arbitrate which was unenforceable under the existing law when made. It would seem clear that the mere addition of a second remedy would strengthen or at least not impair the obligations of a contract so as to be unconstitutional. That authority as well as reason support the principal case, see *Gross* v. *U. S. Mortgage Co.*, 108 U. S. 477; *Ewell* v. *Daggs*, 108 U. S. 143, and other cases 12 CORPUS JURIS, 1070, note 86. By this law the court is not deprived of jurisdiction, but the time and manner of its exercise are adapted to the convention of the parties restricting the media of proof, and if after the decision of the arbitrator the parties refuse to accept it, then the court will carry out the enforcement of the decision according to the contract.

CONSTITUTIONAL LAW—MONOPOLIES—BASEBALL CLUB IS NOT ENGAGED IN "TRADE" OR "COMMERCE." — The Baltimore Club of the disbanded Federal League brought an action for damages under the Sherman Anti-Trust Act against the National and American Leagues and the members of the National Commission. It claimed that because of the reserve clause in the baseball players' contracts under the National Agreement the Federal League was unable to secure suitable players which caused its dissolution, and the plaintiff being without competition ceased to operate. Plaintiff asserted that the disbandment of the Federal League with the resulting interference with its interstate "trade" and "commerce" and the consequent injury was due to the acts of the defendants done in violation of the Sherman Anti-Trust Act. *Held*, the business of giving exhibitions of baseball games for profit is not trade or commerce and the reserve clause in baseball players' contracts was only indirect and incidental in its effect on the interstate commerce of a club outside the National Agreement, so that it does not amount to a violation of the Sherman Anti-Trust Act. *National League of Professional Baseball Clubs, et al.* v. *Federal Baseball Club of Baltimore, Inc.*, 269 Fed. 681.

The court, in arriving at this conclusion, held that the act complained of must affect directly and not merely in an indirect or incidental manner the interstate commerce, for the Sherman Act to be applicable. *Loewe* v. *Lawlor*, 208 U. S. 274; *Northern Securities Co.* v. *United States*, 193 U. S. 197. It then found that the reserve clause was intended only to protect the rights of the clubs operating under the agreement to retain their players, and so had only an indirect effect upon the plaintiff, and therefore was not prohibited by the law. The decision of the case placed upon this ground is cor-

rect but the *dictum* that a baseball club is not engaged in "trade" or "commerce" seems inconsistent with cases previously decided. In arriving at the *dictum* that such a club is not engaged in "trade" or "commerce," the court relied upon *Metropolitan Opera Co.* v. *Hammerstein,* 147 N. Y. Supp. 535; *In re Oriental Society, Bankrupt,* 104 Fed. 975; *American Baseball Club of Chicago* v. *Chase,* 149 N. Y. Supp. 6. These cases dwell upon the fact that baseball or theatrical performances are not trade or commerce, but are sport or amusement. In these cases either the performances were almost always to be given in the same state or else the court failed to notice any distinction. The court in the principal case notes that the transmission of books and instructions by a correspondence school into several states with replies thereto, was interstate commerce. *International Text-Book Co.* v. *Pigg,* 217 U. S. 91. See also as within the law *Marienelli* v. *United Booking Offices,* 227 Fed. 165, where an actor's brokerage firm made contracts that actors were to perform at certain specified playhouses, and only at such, within the various states in a certain section of the country. A correspondence school can conduct lessons by mail in its home city, or even throughout the State and it is not engaged in interstate commerce. It might as a mere incident occasionally send a sample lesson outside the state, and yet not be so engaged, as here the interstate feature would be only incidental. But when the lessons are continually sent without the state, and replies received therefrom, and the interstate practice becomes so important as to be an "essential," not a mere "incidental" element, then the school is engaged in interstate commerce. *International Text-Book Co.* v. *Pigg* (*supra*), so holds. The fact of monopoly was unquestioned in the principal case, and the court based their *dictum* upon the fact that there was no "trade" or "commerce." To continue the interest and make a large professional ball club a financial success, it is necessary that there be a league. And to be a league, it is necessary that half the games be played away from home on the opponents' fields, these fields of the opposing clubs being located in from two to seven different states from that of the home of the team, according to the League. Therefore, does it not seem that when a baseball player signs to play not only at the home grounds, but on the fields of the other league members as well, in view of the decision last cited, and in spite of what the court found, the contract has the interstate feature as such an "essential" element as to come within the Sherman Anti-Trust Act? As was said in *Butler Bros. Shoe Co.* v. *U. S. Rubber Co.,* 84 C. C. A. and cited in *Text-Book Co.* v. *Pigg* (*supra*) when holding contracts themselves which were concerned with interstate business as interstate commerce, "All interstate commerce is not sales of goods. Importation into one state from another is the indispensable element, the test of interstate commerce; and every negotiation, contract, trade and dealing between citizens of different states which contemplates and causes such importation, whether it be of goods, persons or information is a transaction of interstate commerce." It is only reasonable that the players' contracts contemplated that they be transported around the different states to the various cities of the league. The interstate travel of the ball players is so

"essential" an element of their contract as to make it interstate commerce. What was said in *Marienelli* v. *United Booking Offices of America* (*supra*) is almost equally applicable to the principal case, "Undeniably certain aspects of the business are interstate commerce, as, for instance, the contracts made by the booking companies under which the performers must go from state to state, throughout the circuit, acting here and there, and fulfilling their contracts as much by the travel as by the acting."

CONSTITUTIONAL LAW—RENT REGULATION UNDER POLICE POWER. — The New York Rents Laws and the Ball Rent Law enacted by Congress for the District of Columbia were passed upon by the Supreme Court of the United States on April 18. *Held, (four justices dissenting)*—the business of housing may be "affected with a public interest," and subject to regulation under the police power of the state. *Brown Holding Co.* v. *Feldman,* (No. 731, U. S. S. C., April 18, 1921); *Block* v. *Hirsh,* (No. 640, U. S. S. C., April 18, 1921).

The details of this legislation and the general principles determinative of its constitutionality are discussed at some length in 19 MICH. L. REV. 599. The decision is the logical development of *Munn* v. *Illinois,* 94 U. S. 113, and the more recent pronouncement of the same doctrine in *German Alliance Insur. Co.* v. *Lewis,* 233 U. S. 389. Distinctions are suggested, both in the dissenting opinion in the principal cases, and elsewhere, but none which cannot easily be disposed of. It is suggested that the conditions assigned as the basis for regulation of the housing industry are temporary and artificial, whereas the conditions justifying the regulation of rates for fire insurance and grain elevators are permanent and natural. Further, it is contended that the chief limitation hitherto placed upon the doctrine is transgressed by the rent legislation, namely, the right to quit business at any time the owner desires. As to the first distinction it may be answered that it can at most be only a consideration relating to policy. Legislative protection has been extended and upheld as against artificial monopolies, and natural monopolies. Why should the power be denied to combat a new economic anomaly, certainly far more serious in its immediate aspect than many of the others, namely, the temporary shortage of a necessary of life, making possible the charging of extortionate prices? The power is the same. The basis on which it rests is the same: the need of relief from economic oppression where the public is otherwise helpless. Justice Holmes arrives at the same conclusion in *Block* v. *Hirsh, supra,* by another method of approach. "If to answer one need," he says, "the legislature may limit height to answer another it may limit rent. * * * The reasons are of a different nature but they certainly are not less pressing." This also involves only a perception of substance as distinct from form, and a recognition of the unity of the police power, in its varying applications. To the objection that the landlord cannot retire from the business of renting as the owner of the elevator may retire from storing grain, Justice Holmes replies that in the case of public utilities particularly, the right of quitting is illusory at best,